## BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon zoning Commissioner October 7, 1983 Norman E. Gerber, Director Office of Planning and Zoning Margaret S. Sheeler 84-90-X

If granted, it is requested that the petitioner be required to submit details of landscaping for approval to the Division of Current Planning and Development.

> Norman E. Gerber
>
> Norman E. Gerber Director of Planning and Zoning

NEG:JGH:cav

PETITION FOR SPECIAL EXCEPTION

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereos, hereby petition for a Special Exception under the Zoning Law and Zoning Regulations of Baltimore County, to use the herein described property for ... Food store (snack snop) use in combination with

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Special Exception advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition. Lessee. Legal Owner(s): Contract Purchaser Mab. 1 O. / Corporation SEE ATTACHMENT RUBIN (Type<sub>f</sub>or Print Name) <sup>o</sup> Jamedes - Representative 7900 Westpork Dive

(Type or Print Name) Me Lewn 1/2, 22102 City and State Attorney for Pctitioner: Robert H. Levan City and State

Suite 105, Clark Building Name, address and phone number of legal owner, con Columbia, Maryland 21044 City and State Atterney's Telephone No.: 997-4101

\_\_\_\_\_, 19\_\_\_\_, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, at \_\_\_\_ o'clock

ORDERED By The Zoning Commissioner of Baltimore County, this \_\_\_\_\_ day

Zoning Commissioner of Baltimore County.

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building

111 W. Chesapeake Avenue Towson, Maryland 21204

Your petition has been received and accepted for filing this the day of September, 1983.

Petitioner Margaret S. Sheeler, et Réceived by: Micholas B. Commodari

Macris, Hendricks & Witmer P.A.

Chairman, Zoning Plans

Advisory Committee

15209 Frederick Road Rockville, Md. 20850

Suite 206

Zoning Commissioner

Z.C.O.—No. 1

Petitioner's
Robert H. Levan, Esq.

Robert H. Levan, Esquire Suite 100 Overlook Center

5457 Twen Knolls Road Columbia, Md. 21045

BEFORE THE ZONING COMMISSIONER RE: PETITION FOR SPECIAL EXCEPTION SE Corner of York & Margate Rds., OF BALTIMORE COUNTY 8th District

MARGARET S. SHEELER, et al. Case No. 84-90-X

:::::::

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

Pursuant to the authority contained in Section 524.1 of the Baltimore County Charter, I hereby enter my appearance in this proceeding. You are requested to notify me of any hearing date or dates which may be now or hereafter designated therefor, and of the passage of any preliminary or final Order in connection therewith.

Peter Max Zimmerman Deputy People's Counsel

John W. Hessian, III People's Counsel for Baltimore County Rm. 223, Court House Towson, MD 21204 494-2138

I HEREBY CERTIFY that on this 3rd day of October, 1983, a copy of the foregoing Order was mailed to Robert H. Levan, Esquire, Suite 100 Overlook Center, 5457 Twin Knolls Road, Columbia, MD 21345, Attorney for Petitioners; and Paul D. Puma, Sr. Real Estate Representative, Mobil Oil Corporation, Honeywell Center Suite 305, 7900 Westpark Drive, McLean, VA 22102, Lessee.

> The Wi Hessian. The John W. Hessian, III

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BALTIMORE COUNTY

ZONING PLANS

ADVISORY COMMITTEE



PETITION AND SITE PLAN

EVALUATION COMMENTS

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

COUNTY OFFICE BLDG. 111 W. Chesapeake Ave. Towson, Maryland 21204

000

·Nicholas B. Commodari Chairman

MEMBERS

Bureau of Engineering Department of State Roads Commiss Bureau of Fire Prevention Health Department Project Planning

Building Department

Board of Education

Industrial Development

Zoning Administration

Robert H. Levan, Esquire Suite 100 Overlook Center 5457 Twin Knolls Road Columbia, Maryland 21045

RE: Item No. 13 - Case No. 84-90-X
Petitioner - Margaret S. Sheeler, et al
Special Exception Petition

October 13, 1983

Dear Mr. Levan:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans cr problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

In view of your clients' proposal to legalize the existing food store (snack shop) operation in combination with the service station, this hearing is required. This property was the subject of a previous violation hearing (Case No. 83-155-V).

As you are aware, there has been some discussion concerning the required signatures of the petition forms. However, Mr. Jablon, the Zoning Commissioner, has ruled that your client, Mobil Oil Corporation, as long-term lessee, could sign these forms.

If you desire to rent trucks from this site, the plan must be revised to comply with Section 405.4 of the Baltimore County Zoning Regulations.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly hearing scheduled accordingly.

NBC:bsc Enclosures cc: Macris, Hendricks,

Witmer, Rockville, Md. 20850

Very truly yours, Becheles B. Commodare box NICHO'AS B. COMMODARI, Chairman Zoning Plans Advisory Committee

Maryland Department of Transportation

Lowell K. Bridwell M. S. Caltrider

July 15, 1983

Mr. William Hammond Zoning Commissioner County Office Building Towson, Maryland 21204

Attention: Mr. N. Commodari

Re: ZAC Meeting of 7-12-83 ITEM: #13. Property Owner: Margaret S. Sheller, et al Location: SE/Cor. York Rd. Route 45, and Margate Road Existing Zoning: B.R.-CNS Proposed Zoning: Special Exception for food store (snack shop) use in combination with existing service station Acres: 0.50 District: 8th

Dear Mr. Hammond:

The existing entrances are acceptable to the State Highway Administration, however, an inspection at the site revealed a large number of rental trucks parked on the site. This operation must cease prior to the development of the food store.

> Very truly yours, Charles Lee, Chief Bureau of Engineering Access Permits

By: John Meyers

CL:JM:maw

cc: Mr. G. Wittman Mr. J. Ogle

My telephone number is (301), 659-1350 Teletypewriter for Impaired Hearing or Speech 383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Fre P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

FEB 24 554

Socony Mobil Oil Company, Inc. Baltimore 26, Maryland 3445 Fairfield Road

August 1, 1962

Mr. Robert E. Shock 1615 York Road Lutherville, Maryland

> SE=242 York & Margate Roads Towson, Maryland

Dear Mr. Shock:

and the same

Enclosed herewith is fully executed copy of the Agreement dated May 23, 1962 between you, Mrs. Shock, and this Company, whereby the term of the lease is fixed to begin on January 1, 1962.

This Agreement copy is for your file. The original is being recorded by us.

> Very truly yours. Real Estate Representative

WAB;mf Enclosure

FIXED RENTAL LEASE between ROBERT E. SHOCK and EDNA M. SHOCK, husband and wife,. jointly and severally, hereinafter called Lessor, and SOCONY MOBIL OIL COMPANY, INC., a New York corporation, of 150 East 42nd Street, New York, hereinafter called Lessee, WITNESSETH:

Lessor does hereby demise and lease unto Lessee and Lessee does hereby hire and take all that Roads certain parcel of land situated at. the next heasterly corner of York and Margate/ Street in the Eighth District (City, Township, Borough)

.....and bounded and described as follows:

BEGINNING at the point formed by the intersection of the easterly line of York Road with the southwesterly end of the corner cut-off right of way line running from the southerly line of Margate Road to said easterly line of York Road, and running thence (1) southerly, along said easterly line of York Road, one hundred forty-eight (148') feet to Lessor's extreme southerly property line; thence (2) easterly along Lessor's southerly property line, two hundred (2001) feet to a point in Lessor's extreme easterly property line; thence (3) northerly along Lessor's easterly property line, one hundred seventy-three (173') feet to a point in said southerly line of Margate Road; thence

(4) westerly along said line of Margate Road, one hundred seventy-five (1751) feet to the point in the northeasterly end of said corner cut-off right of way line; thence (5) southwesterly along said corner cutt-off right of way line, thirty-eight and thirty-four one-hundredths (38.341) feet to the first mentioned point and place of Beginning; (Description Continued in paragraph 30 herech)
FOR Lessor's title, reference is made to (a) deed from Wm. P. Barton et ux, recorded in Deed Book CWB Jr. 1126 page 361; (b) deed from Wm. P. Barton et ux, recorded in Deed Book CWB Jr. 972 page 90; and (c) deed from Louis E. Markline et ux, recorded in Deed Book TBS 1913 page 206, conveying these lands inter alia to Lessor herein;

right, title and interest of Lessor in and to land lying in all streets, highways and rights of way

abutting on or appurtenant to said premises, all of said leased property being hereinafter referred to TO HAVE AND TO HOLD for the term of ..... ten ...... (-10 -. ) years, beginning on the. 1st.day of the calendar., 19...., and ending on the .......day of .. month after the expiration -19..., yielding and paying therefor the rent of ...... of five (5) months after all permits have \_dollars (\$ \_\_\_\_\_\_) per\_\_\_\_\_\_ been secured for the erection and operation of the gasoline service station as proposed to be erected thereon by Lessee or on the firs day of the calendar month after the expiration of five (5) months after complete possession of the premises has been delivered to Lossee, whichever is later; yielding and paying of the premises has been delivered to Lossee, whichever is later; yielding and paying therefor the rent of Three Hundred Fifty (650.00) Bollars per month, payable monthly

Lessor and Lessee further covenant and agree as follows:

Lessee shall pay the rent as aforesaid, and all charges for water, gas and electricity supplied to it, and at the expiration or other termination of this lease, or any renewal or extension thereof, quit and and at the expiration or other termination of this lease, or any renewal or extension thereof, quit and surrender said premises to Lessor in as good condition as the same now are, subject to such changes, alterations and additions as are hereinafter required or permitted to be made by Lessee or Lessor, reasonable wear and tear and damage by fire and the elements excepted. Water charges for the last year of the term, or any extension to renewal thereof, shall be apportioned. 2. If any rent shall be fn default and unnaid for thirty (30) days after notice to Lessee, or default shall be made in any of the other covenants herein contained on the part of Lessee for thirty (30)

derault shall be made in any of the other covenants herein contained on the part of Lessee for thirty (80) days after notice to Lessee specifying the default, without limitation of any other rights granted by law, Lessor may re-enter and take possession of said premises, and such re-entry and taking possession

3. Lessee shall comply with all applicable laws and ordinances relating to health, nuisance and fire arising out of Lessee's manner of occupancy of said premises during said term in so far as the same do-not require structural alterations, repairs or improvements, which if required Lessor covenants to make.

THIS ACREMENT made this 23 2 day of Thay between ROBERT E. SHOCK and EDNA H. SHOCK, busbend and wife, of intherville, County of Ealtimore and State of Maryland, hereinefter called Lessor, and FOCURY INDIA OIL COMPANY, INC., a New York corporation, having its principal office and place of business at 150 East 42nd Street in the Ecrough of Manhattan, City, County and State of New York, hereinafter called Lessee.

WITNESSETH:

WHEREAS, by Lease Agreement dated August 8, 1960, Lessor leased to Lesses certain premises situate at York and Erreste Roads in the Lighth District, county of Beltimore and State : ! Maryland, more particularly bounded and described in said Lease Agreemen. dated August 8, 1960, for an original term of ten (10) years beginning on the first day of the calendar month after the expiration of five (5) months after all permits have been secured for the erection and operation of the gasoline service station as proposed; and

IMEREAS, the parties hereto mutually desire to smead said lease by establishing the beginning date of said lease term as January 1, 1962.

NOW, THEREFORE, in consideration of the premises and of One (\$1.00) Pollar by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto agree that that portion of the habendum clause of said lease dated August 8, 1960 which sets forth the term of the lease be, and the same is hereby amended to read as follows:

> "TO HAVE AND TO HOLD for the term of ten (10) years beginning Jamuary 1, 1962 and ending December 31, 1971."

EXCEPT as herein amended, the terms and conditions of said lease dated August 8, 1960 shall remain in full force and effect.

and proper repair and in tenantable order during the term of this lease, or any renewal or extension nd make all repairs, which repairs shall be equal in quality to the original work. 14. Lessor covenants that during the term of this lease and any renewal or extension thereof no real property located within one thousand (1,000) feet of the premises and either now or subsequently, directly or indirectly, owned, leased or controlled by Lessor shall be developed or used, in whole or in part, for the retail sale of automotive fuel and lubricants, provided, however, that this provision shall not apply to the premises. This covenant shall be deemed and construed as a covenant running with the land for the term of this lease, and any renewal or extension thereof, in favor of Lessee, its successors

or assigns. Any deed or other instrument delivered to Lessee in accordance with the provisions of paragraph 7 or paragraph 8 hereof or otherwise shall contain a similar covenant in form satisfactory to Lessee, including a provision that the covenant shall remain in effect until the date upon which the term of this lease including all renewal options would have expired had it continued in effect and all 5 renewal options been exercised, and shall be accompanied by a separate declaration in recordable form sufficient to constitute notice of said covenant to persons subsequently acquiring interests in real property affected thereby. Any deed or other instrument delivered to any other person granting or conveying an interest in said real property or any part thereof shall contain a restriction so restricting the use 15. Any notice from one party to the other hereunder, shall be in writing, and shall be deemed to have been duly given, if delivered personally, or mailed, enclosed in a registered post-paid envelope,

addressed to the respective addresses below stated: To Lessor at 1615 York Road, Lutherville, Md.

To Lessee at Packard Building, 15th & Chestnut Streets, Philadelphia 2, Pa. Either Lessor or Lessee may at any time change such address by delivering or mailing, as aforesaid, notice at least ten (10) days previously, stating the change. 16. (A) Lessor covenants that Lessor is the sole owner of the premises and that Lessor has full right to lease same as herein provided. -(B) Lessor covenants that Lessor owns all personal property leased hereby and has a valid lease in full force and effect of the real property leased hereby, a true copy of which lease has been delivered to Lessee, and that Lessor has authority to make this lease. Lessor shall at all times do and

perform everything required by Lessor to keep in full force and effect the underlying lease or other instrument whereunder Lessor holds the demised real property. 17. Lessor shall put Lessee in actual possession of said premises at the beginning of said term. Lessee shall have the right to sublet said premises or any part thereof. Lessor covenants that Lessee, upon the payment of the rent and the performance of its covenants herein contained, shall and may peaceably and quietly have, hold and enjoy said premises during the term hereof and any renewal or

18. If Lessee continues in possession of the premises after the expiration of this lease, or any extension or renewal thereof, without having renewed the same or without having entered into a new lease, Lessee shall thereafter be deemed to be a tenant from month to month on all of the terms and conditions set forth in this lease as modified except as to the duration thereof. 19. The right of Lessor or Lessee to require strict performance shall not be affected by any previous 20. In consideration of the sum of Ten Dollars (\$10.00), receipt whereof Lessor hereby acknowl-

edges, Lessor hereby gives to Lessee ninety (90) days from the date hereof within which to deliver this agreement to Lessor executed by Lessee. Delivery shall be deemed completed when this agreement is delivered or mailed as in the case of a notice under paragraph 15 hereof. In the event this agreement shall not be so delivered within the period specified, it shall be of no further force or effect, the said Ten Dollars (\$10.00) paid hereunder shall be retained by Lessor as full compensation for the execution by Lessor of this agreement, and both of the parties hereto shall be relieved of all further obligations hereunder. Said Ten Dollars (\$10.00) shall be applied on account of the first month's rent if this agreement shall be executed and delivered by Lessee within the period specified. The covenants and agreements contained in this lease are binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, and if there be more than one person named as Lessor, each of the covenants and agreements of Lessor

RIDER containing paragraphs numbered 22 thru 28 attached hereto and made a part hereof.

in consideration of the execution and delivery of the aforesaid agreement by Lessee, hereby agree that if said Lessee exercises an option to purchase the premises as hereinbefore provided, I will join in the deed conveying title to said Lessee, releasing all rights of dower or curtesy and homestead and statutory estate in and to the premises.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this lease agreement.

shall be deemed joint and several.

IN WITHISS WERELF, the parties hereto have caused this instrument to be executed and their respective scale affixed thereto the day and year

- 2 -

Clinton P. Pitts

first above writiga.

sdna m. X. Will Clinton P. Pitts

J.J. H. STROHSAHL ASST. SECRETARY

11 Sasan ASSISTANT CONTROLLER (Authorized Officer)

OCOMY MOBIL OIL COMPANY. INC.

STATE OF MARYLAND COUNTY OF BALTIMORE )

. a Notary Public in and for the I, Saunders M. Almond, Jr. said County, do hereby certify that ROBERT E. SHOCK and EDMA M. SHOCK, parties to the aforesaid Agreement dated the 23 day of May - - , 1962, personally appeared before me in the said County and are personally well known to me as the persons who executed the said sgreement and acknowledged the same to be their act and deed.

Given under my hand this 23 day of May - - - , 1962.

Notary Public Saunders M. Almond, Jr.

LIBER 3825 PAGE 028

RIDER TO BE ATTACHED TO AND MADE A PART OF LEASE AGREEMENT DATED Chagust 8, 19 60 BETWEEN ROBERT E. SHOCK AND EDNA M. SHOCK, LESSORS, AND SOCONY MOBIL OIL COMPANY, INC., LESSEE.

22. For the five-month period next preceding the beginning of the term of this lease, Lessee shall pay to Lessor as a part of the consideration hereof the sum of Two Hundred (\$200.00) Dollars per month, payable monthly in advance.

23. Beginning five months prior to the beginning of the term hereof and continuing for each year during which Lessee shall occupy the premises under the terms of this lease, or any renewal or extension thereof, Lessee agrees to reimburse Lessor for the real estate taxes which may be levied upon the demised premises and upon any buildings, equipment or improvements hereafter constructed or installed by Lessee thereon, the amount of reimbursement for the last year of such occupancy to be prorated. Reimbursement shall be made by Lessee not later than twenty (20) days after Lessor has furnished to Lessee receipts evidencing payment in full of all taxes and assessments then owing.

24. Lessor represents and warrants that Lessor has a good and marketable and good and clear record title to the premises free and clear of all liens and encumbrances. Should Lessee, at its own cost and expense, cause an examination of title to said premises to be made by a title company or an attorney, which examination discloses any liens or encumbrances, or if such examination discloses any objections or defects to the title of said premises which Lessee in its sole opinion believes will interfere with or prevent its use thereof as a gasoline service station as aforesaid, Lessee, at its option, upon the failure of Lessor to remove such objections or encumbrances within six (6) months after notice thereof, may terminate this agreement on not less than thirty (30) days' written notice to Lessor.

25. Lessee, at its option, may, at any time during the term of this lease or any renewal or extension thereof, require this lease to be re-executed or emended by Lessor and itself, with the description revised to conform with an accurate survey of the premises. If Lessee exercises any renewal or purchase option contained herein. Lessee may require the description to be stated by metes and bounds in accordance with an accurate survey.

26. Lessee shall have the right to remove, alter, demolish, relocate or rearrange the buildings and improvements herein demised without obligation to restore the same (in any manner whatsoever. However, should Lessee remove or demolish the larger dwelling nearer to Margate Road, then Lessor shall be given notice of such intent and shall have fifteen (15) days within which to remove and retain the hot water heater/and boiler from the furnace.

27. Lessee agrees to indemnify Lessor from and against all claims, demands and liabilities based on damages or injuries to parties other than the parties hereto arising out of or in connection with Lessee's use and occupation of the demised premises during Lessee's possession thereof under this lesse with the exception, however, of any claims and liabilities due wholly or partially to any fault or negligence on the part of Lessor, his seents or employees.

SELTY

THIS ACREEMENT made this 23 Tiay of / Many , 1962, by and between ROBERT E. SHOCK and EDNA M. SHOCK, husband and wife, of Lutherville, County of Baltimere and State of Maryland, hereinafter called Lessor, and SOCONY MOBIL OIL COMPANY, INC., a New York corporation, having its principal office and place of business at 150 East 42nd Street in the Borough of Manhattan, City, County and State of New York, hereinafter called Lessee.

WITNESSETH:

WHEREAS, by Lease Agreement dated August 8, 4960, Lessor leased to Lessee certain premises situate at York and Margate Roads in the Eighth District County of Baltimore and State of Maryland, more particularly bounded and described in said Lease Agreement dated August 8, 1960, for au original term of ten (10) years beginning on the first day of the calendar month after the expiration of five (5) months after all permits have been secured for the erection and operation of the gasoline service station as proposed; and

WHEREAS, the parties hereto mutually desire to amend said lease by establishing the beginning date of said lease term as January 1, 1962.

NOW. THEREFORE, in consideration of the premises and of One (\$1.00) Dollar by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto agree that that portion of the habendum clause of said lease dated August 8, 1960 which sets forth the term of the lease be, and the same is hereby amended to read as follows:

> "TO HAVE AND TO HOLD for the term of ten (10) years beginning January 1, 1962 and ending December 31, 1971."

EXCEPT as herein amended, the terms and conditions of said lease dated August 8, 1960 shall remain in full force and effect.

Page Two.

28. Lessee shall have the right to enter upon the premises at any and all times during the five-month period next preceding the beginning of the term hereof for the purpose of removing, altering, demolishing, relocating or rearranging the buildings and improvements now on the demised premises and for the purpose of erecting and constructing the proposed gasoline service station thereon. RIS

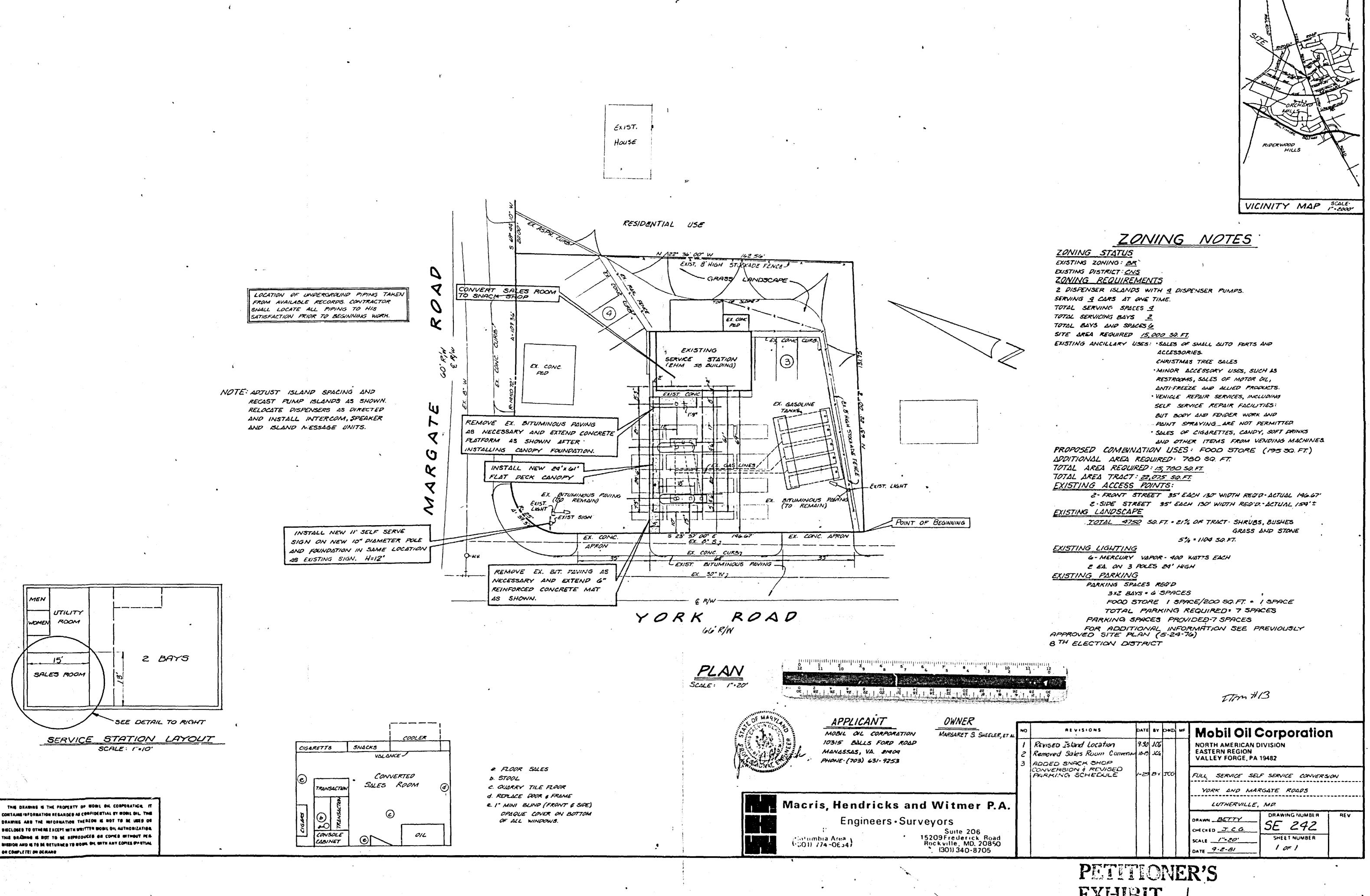
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STATE OF HARYLAND COUNTY OF BALTIMORE ) SS: 29. The word "buildings" in line 3 of paragraph 4 hereof is hereby reinstated so I, Liking G. Davik's \_\_\_\_, a Notary Public in and for the maid County, do hereby certify that ROBERT E. SHOCK and EDNA M. SHOCK, parties to the aforesaid lease Agreement dated the Fix day of land, 1960, personally appeared before me in the said County and are personally well known to me as the persons who executed the said agreement and acknowledged the same to be their act and deed. that the reading will be as though the deletion had not been made. 30. Excepting and Reserving to Lessor the rear seventy (70°) feet thereof, so that the lands retained by Lessor shall have a frontage of seventy (70°) feet on Margate Road and extending of equal width across the entire rear of said lands to the southerly line Given under my hand this 22 aldey of Franker \_\_\_\_\_\_. 1960. thereof; Further Excepting and Reserving to Lessor the right to use in common with Lessee September 21. 383 a right of way over a portion of the demised premises and bounded and described as BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353 follows: Beginning at the point in said southerly line of Margate Road at the line dividing the demised premises and the lands retained by Lessor and running thence Robert H. Levan, Esquire (1) Southerly along said dividing line forty (40°) to a point therein; thence (2) Suite 100 Overlook Center Northwesterly through the demised premises forty-four (441) feet more or less to a 5457 Twin Knolls Road point in said southerly line of Margate Road; thence (3) Easterly along said line of Margate Road twenty (20) to the first mentioned point and place of beginning; ARNOLD JADLON ZONING COMMISSIONER Columbia, Ma yland 21045 NOTICE OF HEARING The first of the expension of the tree time are the expension of the contract of TOGETHER the right of Lessee to use in common with Lessor a right of way over a October 13, 1983 Re: Petition for Special Exception certain parcel of land adjoining the demised premises on the east and bounded and described as follows: Beginning at the point in said southerly line of Margate Road at the line dividing the demised premises and the lands retained by Lessor and SE/corner York and Margate Roads Margaret S. Sheeler, et al - Petitioners Robert H. Levan, Esquire at the line dividing the demised premises and the lands retained by Lessor and running thence (1) Southerly along said dividing line forty (40') feet to a point therein; thence (2) Northeasterly through said retained lands forty-six (46') feet more or less to a point in said southerly line of Margate Road; thence (3) Westerly along said line of Margate Road twenty (20') feet to the first mentioned point and place along said line of Margate Road twenty (20') feet to the first mentioned point and place Case No. 84-90-X Suite 100 Overlook Center 5457 Twin Knolls Road Columbia, Maryland 21045 TIME: 11:00 A.M. of beginning; ALSO the further right to erect, maintain, operate, repair and remove one electric light pole, together with the necessary fixtures and wires, adjacent to the intersection of Courses (2) and (3) hereof; Re: Petition for Special Exception SE/corner York & Margate Rds. DATE: Tuesday, October 18, 1983 Margaret S. Sheeler, et al - Petitioners 31. As a part of the consideration hereof Lessee agrees to pay the full cost of Case No. 84-90-X PLACE: Room 106, County Office Building, 111 West Chesapeake such curbs, gutters, sidewalks and paving required of the owner by County Authorities within the southerly one-half of the right of way of Margate Road adjoining said rear Avenue, Towson, Maryland seventy (70') feet of land retained by Lessor. Dear Mr. Levant 32. As a part of the consideration hereof Lessee agrees to pay the full cost of paving said rights of way, both the one reserved to Lessor and the one granted by cc: Mobil Oil Corporation This is to advise you that \$60.70 is due for advertising and posting of the above property. This fee must be paid before an Order is issued. c/o Paul D. Puma Honeywell Center Lessor to Lessee. Suite 305 Please make the check payable to Baltimore County, Maryland, and 33. Each of the parties hereto hereby agree that said rights of way shall be free 7900 Westpark Drive and unobstructed by vehicles and other obstructions at all times and that no remit to Mrs. Arlene January, Zoning Office, Room 113, County Office Building, McLean, Virginia 22102 Towson, Maryland 21204, before the hearing. automobile will be allowed to be parked therein. 34. Lesson hereby agrees that no building er other chatmotion shall be exected or maintained on the lands retained by Lesson within farty (40') feet of said southerly line of Margate Load. John E. Mudd, Esquire 306 West Joppa Road Towson, Maryland 21204 of Baltimore County DLD JABLON BALTIMORE COUNTY, MARYLAND ig Commissioner OFFICE OF FINANCE - REVENUE DIVISION BALTIMORE COUNTY, MARYLAND MISCELLANEOUS CASH RECEIPT No. 117694 OFFICE OF FINANCE - REVENUE DIVISION MISCELLANEOUS CASH RECEIPT DATE 6-27-83 ACCOUNT R. 01-615-600 RECEIVED Robert H. I evan, Esquire Advertising & Posting Case No. 84-90-X C 052\*\*\*\*\*\*667016 F814A C/L L 2 1090 C 239++++1000016 8282A Posted by Iran 2 Cleman Date of return

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EXHIBIT\_\_

## PETITION FOR SPECIAL EXCEPTION Shi Election District ZONING: Petition for Special Exception

LOCATION: Southeast corner of York and Margate Roads.
DATE & TIME: Tuesday, October 16, 1993 at 11:00 P.M.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, with hold a public hearing:

Petition for Special Exception for food store (snack stop) use in combination with existing service station. All that parcel of land in the Eighth District of

Battimore County
Beginning at the Southeast corner of York
Pood and Margate Road, Battimore County,
Maryland, thence with the arc of a curve to the

right having an 1) Arc length of 39.37 feet, and a radius of 25.00 feet to a curve point, thence with the arc of a curve to the left having an 2) Arc length of 109.36 feet, and a radius of

1450.72 feet to a point, then leaving Margate Road 2) South 22° 36' East, 162.56 feet to a point,

thence.
4) South 63th 22' West, 131.75 feet to a point on the easterly limits of York Road, shen with said York Road.
5) North 23th 37' West, 146.67 feet to the point.

North 23°37 Yvest, 1\*0.37 res to an point of beginning. Containing 0.50 of an acre of tend, more or less.
 Being the property of Margaret S. Sheeler, et al, as shown on plat plan filed with the Zon-

ing Department. In one event that this Petition is granted, a building permit may be issued within the thirty (30) day apneal period. The Zoning Commissioner wit, nowever, entertain any request for a stay of the issuance of said permit during the penod for good cause shows. Buch request must be received in writing by the date of the hearing set above or made at the

BY OROER OF ARNOLD JABLON
ZONING COMMISSIONER OF
ZONING COMMISSIONER OF
ZONING COMMISSIONER OF

CERTIFICATE OF PUBLICATION
TOWSON, MD. /0/3 1983
TOWSON, MD. 1983
THIS IS TO CERTIFY, that the annexed
advertisement was published in THE TOWSON
TIMES, a weekly newspaper distributed in
Towson, Baltimore County, Md., once a
week for successive weeks,
the first publication appearing on the
25th day of Left 1980.
THE TOWSON TIMES
M. St angel. Clar
Cost of Advertisement, \$ 3/20

#### PETITION FOR SPECIAL EXCEPTION Sth Election District

20NING: Petition for Special ception

LOCATION: Southeast corner of York and Margate Roads DATE & TIME: Tuesday, October 18, 1963 at 11:00 A.M. PUBLIC HEARING: Room 108. County Office Building, 111 W. Chesapeaks Avenue, Towson, Marriand

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Polition for Special Exception for food store (snack shop) use in combination with existing service station

All that parcel of land in the Eighth District of Baltimore County Beginning at the southeast corner of York Road and Margata Road. Baltimore County, Maryland, thence with the are of a curve to the right having an

- 1) Arc length of 39.37 feet, and a radius of 25.00 feet to a point, thence with the arc of a curve to the left having an
- 2) Are length of 109.36 feet, and a radius of 1450.72 feet to a point, then leaving Margate Road
- 3) South 22° 36' East, 162.56 feet to a point, thence
- South 63° 22' West, 131.75 feet to a point on the easterly limits of York Road, then with said York Road
- 5) North 23° 37' West, 146.67 feet to the point of beginning. Containing 6.50 of an acre of land, more or less.

Being the property of Margaret S. Sheeler, et al. as shown on plat plan filed with the Zoning Department.

In the event that this Petition is granted, a building permit may be issued withing the thirty (30) day appeal period. The Zoning Commissioner will, kowever, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made t the hearing.

F, order of ARNOLD JABLON, Zoning Commissioner of Baltimore County CERTIFICATE OF PUBLICATION

TOWSON, MD., September 29 , 19 83

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., organization of one time concession weeks before the 18th day of October , 19 83 , the fifth publication appearing on the 29th day of September 19 83.

Leank Structure Manager.

Cost of Advertisement, \$ 24.50

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that by reason of the requirements of Section 502.1 of the Baltimore County Zoning Regulations having been met and the health, safety, and general welfare of the community not being adversely affected, the special exception should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this \_\_\_\_\_ day of November, 1983, that the Petition for Special Exception for a food store (snack shop) as a use in combination with the existing service station, in accordance with the site plan prepared by Macris, Hendricks and Witmer, P.A., dated September 2, 1981, revised January 29, and marked Petitioner's Exhibit 1, is hereby GRANTED, from and after the date of this Order, subject, however, to the following:

- 1. The salesroom shall be 13' x 15', and food sales shall be limited to prepackaged items.
- 2. No more than a 6' x 15' portion of the area located outside and immediately adjacent to the salesroom may be utilized for the display of soft drinks and automotive products. The outdoor display area and parking required shall be indicated on the site plan.
- 3. A revised site plan shall be submitted and approved by the Office of Planning and Zoning.

/Baltimore County

### BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond, Zoning Commissioner TO Office of Planning and Zoning August 5, 1983

FROM Ian J. Forrest

SURJECT Zoning Variance Items

The Baltimore County Department of Health has reviewed the following zoning variance items, and does not anticipate any health hazards at this time regarding these items:

Item #(13) - Margaret S. Sheeler, et al

Item # 15 - First National Bank of Maryland

Item # 19 - John J. Dippel, Jr., et ux

Ian J. Forrest, Director

BUREAU OF ENVIRONMENTAL SERVICES

LJF/fth

BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. PISTEL, P. E. DIRECTOR

Mr. Armold Jablon Zoning Commissioner County Office Building Towson, Maryland 21204

> Re: Item #13 (1983-1984) Property Owner: Margaret S. Sheeler, et al S/E corner York Road and Margate Road

Acres: 0.50 District: 8th

Dear Mr. Jablon:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject

August 10, 1983

The comments supplied in conjunction with the Zoning Advisory Committee review of this property for Item 169 (1981-1982) are referred to for your consideration.

Advisory Committee review in connection with this Item 13 (1983-1984).

This office has no further comment in regard to the plan submitted for Zoning

ROBERT A. MORTON, P.E., Chie Bureau of Public Services

RAM: EAM: FWR:ss

S-SE Key Sheet 46 NW 1 Pos. Sheet NW 12 A Topo 60 Tax Map

Attachments

TED ZALESKI, JR. DIRECTOR

April 27, 1982

Mr. William E. Hammond Zoning Commissioner County Office Building Towson, Maryland 21204

> Re: Item #169 (1981-1982) Property Owner: Margaret S. Sheeler, et al S/E corner York Rd. and Margets Rd. Acres: 0.50 District: 8th

General:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

Baltimore County highway and utility improvements exist and are not directly

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 169 (1981-1982).

> Very truly yours, ISHLENDI RCHENT A MORTON . ROBERT A. MORTON, P.E., Chief

Bureau of Public Services

cc: Jack Wimbley S-SE Key Sheet 46 NW 1 Pos. Sheet NW 12 A Topo 60 Tax Map

RAM: EAM: FWR: 88

DEPARTMENT OF TRAFFIC ENGINEERING TOWSON, MARYLAND 21204

Proposed Zoning:

STEPHEN E. COLLINS DIRECTOR

July 28, 1983

Mr. William Hammond Zoning Commissioner County Office Building Towson, Maryland 21204

> Item No. 13 14, 15, 16, 17, 18, 19, and 20 ZAC- Meeting of July 12, 1983 Property Owner: Location: Existing Zoning:

Acres: District:

Dear Mr. Hammond:

The Department of Traffic Engineering has no comments for item numbers 13, 14, 15, 16, 17, 18, 19, and 20.

> muchael ! The commence of Michael S. Flanigan Traffic Engineer Assoc. II

MSF/ccm

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-3900

August 22, 1983

Mr. William B. Hammond, Zoning Commissioner Office of Planning and Zoning County Office Building Towson, Maryland 21204

Comments on Item # 13 Zoning Advisory Committee Meeting are as follows:

Special Exception for food store (snack shop) use in combination with existing service station

X A. All structure shall conform to the Baltimore County Building Code 1981/ Council B:11 ip-82 State of Maryland Code for the Handicapped and Aged; and other applicable Codes.

X B. A building/and other miscellameous permits shall be required before beginning

C. Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is/is not required. X D. Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.

E. in exterior well erected within 6'0 of an adjacent lot line shall be of one hour fire resistive construction, no openings permitted within 3'-0 of lot lines. A firewall is required if construction is on the lot line, See Table 401, line 2,

F. Requested variance conflicts with the Baltimore County Building Code,

X G. A change of occupancy shall be applied for, along with an alteration permit application, and three required sets of drawings indicating how the structure will meet the Code requirements for the proposed change. Brawings may require a professional seal. Change of use from business (Service Station) to mixed uses Mercantile, "M" and Business "B".

H. Before this office can comment on the above structure, please have the owner, thru the services of a Registered in Maryland architect or Engineer certify to this office, that, the structure for which a proposed change in use is proposed can comply with the height/area requirements of Table 505 and the required construction comply with the height/area requirements of Table 505 and the required construction classification of Table 401.

I. Comments: Comply with Section 615.0

BOTE: These comments reflect only on the information provided by the drawings submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit.

If desired, additional information may be obtained by visiting Room #122
(Plans Review) at 111 West Chesapeake Ave., 21204

Charles E. Burnham, Chief Plans Review

70804 01-82

BALTIMORE COUNTY PUBLIC SCHOOLS Robert Y. Dubel, Superintendent Towson, Maryland - 21204

Date: July 18, 1982

Mr. William E. Hammond Zoning Commissioner Baltimore County Office Building 1111 West Chesapeake Avenue Towson, Maryland 21204

Z.A.C. Meeting of: July 12, 1983

RE: Item No: 12, (13) 14, 15, 16, 17, 18, 19, 20 Property Owner: Location: Present Zoning: Proposed Zoning:

District: No. Acres:

Dear Mr. Hammond:

All of the above have no adverse effect on student population.

Very truly yours Wm. Nick Petrovich, Assistant Department of Planning

PETITION FOR SPECIAL EXCEPTION

8th Election District

ZONING: Petition for Special Exception

LOCATION: Southeast corner of York and Margate Roads

DATE & TIME: Tuesday, October 18, 1983 at 11:00 A.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Exception for food store (snack shop) use in combination with existing service station

All that parcel of land in the Eighth District of Baltimore County

Being the property of Margaret S. Sheeler, et al, as shown on plat plan filed with the Zoning Department.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

> BY ORDER OF ARNOLD JABLON ZONING COMMISSIONER OF BALTIMORE COUNTY

ZONING COMMISSIONER OF BALTIMORE

\* \* \* \*

Upon objection made by the true owners of the property known as 1545 York Rd., Lutherville, Maryland, to the Lesses of said property, Mobil Oil Corporation, proceeding on its Petition for Special Exception, it is this 6+ day of totale, 1983,

ORDERED that the Petition for Special Exception be and is hereby accepted by the Office of the Zoning Commissioner and should be set for hearing, and the objection filed be denied.

It is clear that Section 500.2.a of the Baltimore County Zoning Regulations (BCZR) states that a Petition for Special Exception "may be filed with the Zoning Commissioner by the legal owner of the property or by his legally authorized representative." It is equally clear that Rule II B.1 of the Rules of Practice and Procedure of the Zoning Commissioner requires that any petition be in conformance with the form as supplied by the Commissioner, and that form allows for the legal owner to apply. The the presented by both sides, the Lessee and the true owner of the property, is whether the Lessee can proceed without the true owner's permission to presecute a Patition for Special Exception.

After due consideration of the letter written to the Zoning Commissioner Ethe counsel for the true owner, dated 28 July 1983, and the Memorandum iled by the consel for the Lessee, dated 4 August 1983, it is the pinion herewith that the Lessee is acting as the "legally authorized

Orepresentative" of the true owner pursuant to the lease entered into and

PETITIONER'S EXHIBIT 2

LEVAN, SCHIMEL, RICHMAN & BELMAN, P.A.

ROBERT H. LEVAN RONALD S. SCHIMEL GERALD M. RICHMAN P. DENNIS BELMAN PAULS. WARSHOWSKY BRUCE M. HERSCHLAG

July 14, 1983

Zoning Commissioner Baltimore County Office of Planning & Zoning Towson, MD 21204 Att: Nick Commodari

Re: 1545 York Road, Lutherville, MD

Dear Mr. Commodari:

Enclosed are the two additional Petition forms you requested. As I indicated to you, we have requested that the owners of the property join us in filing the Petition, recognizing that in the past they have refused.

In the event that they do not join, we will submit to the Zoning Commissioner a legal memorandum setting forth the proposition supported by Court authority, that based on its lease agreement, Mobil stands in the position, as agent for the legal owners of the property and may pursue Petition for Special Exception without their participation.

> Very truly yours, Robert H. Levan

RHL/rmw

enclosure

cc: Paul D. Puma

executed by and between the two parties, dated 8 August 1960 and amended 23 May 1962, and submitted by the Lessee and made part of the Petition for Special Exception filed by the Lessee, dated 14 July 1983. The lease signed by the parties has authorized standing to the Lessee to seek permission to develop or otherwise use the land in question as described therein, and in accordance with the terms and conditions as there set forth. It would appear, and it is uncontested by he true owners, that the lease cannot be revoked at their whim and provides the Lessee with continued use and occupancy as long as the terms and conditions of the lease are complied with. It is clear that the Lessee is the real party in interest and the only party who could furnish the information which the Zoning Commissioner would need in order to make a decision on the special exception requested. The true owner certainly could appear at any hearing held on the special exception, as could any party in interest, and object to the granting of same but the true owner for the purposes of proceeding on the request for special exception has indeed allowed the Lessee to stand in his stead

for the express and sole purpose of filing a petition as was done here by he Lessee. See Humble Oil & Refining Co. v. Board of Alderman of Town

Chapel Hill, 202 SE2d 129 (N.C. 1974); O'Neill v. Philadelphia Zoning poird of Adjustment, 120 A2d 901 (Pa. 1956); MurrayII et al v. Inhabitants of

For the specific reasons set forth, and based on the facts of this ticular case, the objection filed by counsel for the true owners must be

Town of Lincolnville, 462 A2d 40 (Me. 1983).

JOHN E MUDD T. ROGERS HARRISON DOUGLAS W. BISER

H. PATRICK STRINGER, JR.

LAW OFFICES MUDD & HARRISON 306 WEST JOPPA ROAD TOWSON, MARYLAND 21204 AREA CODE 301-828-1335

900 MARYLAND TRUST BUILDING 14 SOUTH CALVERT STREET BALTIMORE, MARYLAND 21202

July 28, 1983

Zoning Commissioner of Baltimore County 111 West Chesapeake Avenue - Room 109 Towson, Maryland 21204

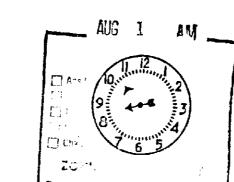
> Re: Petition for Special Exception by Mobil Oil Corporation Den 710.13

I represent the owners of the property subject of the above Petition. This Petition was filed by Mobil Oil Corporation, Lessee, for my clients, the owners. The owners have not signed this Petition for the reason that the property involved was leased as a gasoline service station and did not include a food store, which is the subject of the above Petition. It is also our position that Mr. Robert H. Levan, attorney for the Petitioner is not our agent and has no authority whatsoever to act on our behalf as the legal owners. We also point out the Rules of Practice and Procedure of the Zoning Commission of Baltimore County, Rule II B.l. requires that any petition to be accepted for filing must be on the form supplied by the Zoning Commissioner which means that the legal owners must also sign the Petition. For those reasons we ask that this Petition not be accepted for filing and the same dismissed.

Very truly yours,

Dear Sir:

cc: Robert H. Levan, Esquire 5457 Twin Knolls Road Columbia, Maryland 21045



Zoning Commissioner of Baltimore County Page Two

cc: Margaret S. Sheeler 318 Melancton Avenue Lutherville, Md. 21093

> Ramona S. Burns 7 Edgeclift Road Baltimore, Maryland 21204

Hope S. McCaffrey 6 Margate Road Lutherville, Md. 21093

Gayle S. Keller 14520 Cuba Road Cockeysville, Maryland 21030

Robert E. Shock, Jr. 305 Melanchton Avenue Lutherville, Maryland 21093

Evelyn S. Ford 514 Fort Lewis Boulevard

Salem, Virginia 24153 E. June Shock

1702 Kurtz Avenue Lutherville, Maryland 21093

Shirley Henschen 10 Margate Road P. O. Box 223 Lutherville, Maryland 21093

LEVAN, SCHIMEL, RICHMAN & BELMAN, P.A.

ZONNIG DEPARTE

ATTORNEYS AT LAW ROBERT H. LEVAN RONALD S. SCHIMEL GERALD M. RICHMAN P. DENNIS BELMAN

BRUCE M. HERSCHLAG PAULS, WARSHOWSKY

June 27, 1983

Zoning Commissioner Baltimore County Office of Planning & Zoning Towson, MD 21204

Re: 1545 York Road, Lutherville, MD

Dear Mr. Commissioner: Enclosed herewith is a Petition for Special Exception for the above-referenced property. As required by the Zoning Commissioner's rules of practice and procedure, we are enclosing ten (10) copies of a surveyor's plat or site plan which includes a location plan and seven (7) copies of a surveyor's property description. We are also enclosing our check in the amount of \$50.00

We recognize that the Ordinance contains a requirement that a Petition contain the signatures of the owners of the property. Mobil is the lessee of the property under a lease which continues in effect dated May 23, 1962, a copy of which we are also including as part of our application. It is our position that Mobil has the authority to act in its own behalf and as agent for the owners of the property in filing this application. In any event, we are attempting to obtain the signatures of the individual owners to the Petition for Special Exception.

We appreciate your indulgence in permitting us a reasonable amount of time to accomplish this consent. If we have any problems in this regard, we will advise you promptly.

> Very truly yours, Robert H. Levan (Rmw)

RHL/rmw

of \$50.00.

cc: Margaret S. Sheeler Ramona S. Burns Hope S. McCaffrey Gayle S. Keller Robert E. Shock, Jr. Evelyn S. Ford E. June Shock Shirley Henschen

Mobil Oil Corporation, Mr. Paul Puma James Glascock OVERLOOK CENTER SUITE 100 • 5457 TWIN KNOLLS ROAD • COLLIMBIA, MARYLAND 21045

(301) 596-5620 D.C. (301) 997-4101 BAITIMORE

LEVAN, SCHIMEL, RICHMAN & BELMAN, P.A. ATTORNEYS AT LAW

ROBERT H. LEVAN RONALD S. SCHIMEL GERALD M. RICHMAN P. DENNIS BELMAN PAULS, WARSHOWSKY BRUCE M. HERSCHLAG

August 29, 1983

Arnold Jablon, Zoning Commissioner Baltimore County Office of Planning and Zoning Towson, MD 21204

> Re: Mobil Oil Corporation Your Item No. 13

Dear Mr. Jablon:

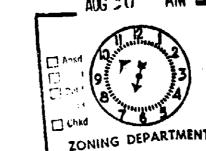
In response to your letter of August 8, 1983, we would not request a hearing at this time subject to possible review of issues raised by Mr. Mudd in any responding Memorandum he

Thus far, we have not received a Memorandum and would reaffirm our position that the lease agreement contains the necessary authorization to permit Mobil to seek the special exception

Very truly yours,

RHL/rmw

cc: Paul D. Puma Senior Real Estate Representative Mobil Oil Corporation



OVERLOOK CENTER SUITE 100 • 5457 TWIN KNOLLS ROAD • COLUMBIA, MARYLAND 21045 (301) 596-5620 D.C. (301) 997-4101 BALTIMORE

August 8, 1983

John E. Mudd, Esquire 306 West Joppa Road Towson, Maryland 21204

> RE: Mobile Oil Corporation Item No. 13

Dear Mr. Mudds

I am in receipt of a Memorandum of Law, dated August 4, 1983, from Robert H. Levan, Esquire, in the above-captioned matter.

If you should desire to respond, please do so within fourteen (14) days of the date of this letter. By copy of this letter to Mr. Levan, I am asking whether either party would request a hearing on the sole issue presented. If such a hearing is requested, please notify this office immediately. If not, I will issue my opinion based on the memoranda submitted.

AJ/srl

cci Robert H. Levan, Esquire Suite 105, Clark Building Columbia, Maryland 21044

(301) 596-5620 D.C. (301) 997-4101 BALTIMORE

OVERLOOK CENTER SUITE 100 + 5457 TWIN KNOLLS ROAD + COLUMBIA, MARYLAND 21045

# PET THER'S EXHILLI

### RESUME

Samuel G. Crozier Landscape Architect Land Planner

### EDUCATION

Master of Landscape Architecture - University of Michigan 1964 Bachelors of Landscape Architecture - Ohio State University 1962

### PROFESSIONAL ASSOCIATIONS

Member American Society of Landscape Architects. President, Maryland Chapter, ASLA. (PAST) Governor's appointment, State of Maryland, Board of Examiners of Landscape Architects. Registered Landscape Architect nationally by examination.

#### EXPERIENCE

Seventeen years in the profession has given Sam Crozier a broadbased experience in feasibility studies, design and implementation of projects. Major emphasis has been in the planning process beginning with regional/local context, site analysis, program development, concept formulation and testing, criteria development, and ending with site plans, detailed design and construction documents. Within this framework, Sam Crozier has provided leadership and direction for reviewing projects with participating citizen associations, government staffs and private concerns.

After 3 years with the Rouse Company working with multi disciplinary teams on large scale land planning projects in the new town of Columbia, Maryland and on land use feasibility studies for housing, industrial and commerical projects throughout the country, Sam Crozier developed his own firm in Baltimore, Maryland. He has continued as a private consultant to the Rouse Company for 9 years and has won two national awards for Rouse Company projects. Prior to the Rouse Company and his own firm, experience working with allied professionals was developed by 3 years with one architectural firm and 6 years with landscape architectural firms.

Project emphasis has been in land planning for office/commercial projects, shoppi. mails, housing complexes and community planning,

. ....

National Award for Planning and Landscaping Architecture for Exton Mall Regional Shopping Center. Award presented by Mrs. Richard Mixon at the White House, 1973.

National Award for Environmental Improvement for Harper House project. Presented by former first lady, Mrs. "Ladybird" Lyndon Johnson, 1977.

Lecturer at George Washington University, University of Maryland, Ohio State University, North Carolina State University.

## REFERENCES

- 1. Jervis Dorton, Senior Architect The Rouse Company Columbia, Maryland 992-6000
- 2. Stephen Hartman Maryland Industrial Enterprises 6665 Security Boulevard Baltimore, Maryland 21207 265-5500
- 3. Mr. Terry Machamer HELMSMAN PROPERTIES, INC. P. O. Box 5992 Baltimore, Maryland 21208 653-1082
- 4. Mr. Ron Brasher Columbia Design Collective 9114 Frederick Road Ellicott City, Maryland 21043

### EXPERIENCE. (CONT.)

as well as master plans for industrial parks and parks and recreation facilities. Many of these projects included public hearings, zoning appeals, community advocacy planning, demographic and facility analysis and user studies. The process has been graphically illustrated through reports and master plans from site analysis through site plans and included landscape architectural details such as; plant materials, street furniture, fountains, lighting and earthworks planning.

Sam Cruzier has coordinated planning efforts with marketing studies, engineering reports, and architectural and graphic consultants. He is vitally concerned with improving man's environment and with rationalle, economical as well as environmentally sound use of the earth's natural resources.

### PROJECTS

### (A) LAND PLANNING

- 1. 500 acre master plan for land use of a village in Columbia, Maryland new town. Mixed land uses including housing, commercial, recreation. Published development guidelines and design criteria; county reviews through approvals to develop project constructed.
- Housing: Master plans, site plans for high density housing, multifamily and single family housing developments in New Jersey, Pennsylvania, Maryland, Virginia, Atlanta. 175 lot single family's project in Baltimore County featuring sensitive site analysis, through zoning, marketing evaluation, concepts, master plan, site plan, grading plan and landscape details; all county approvals and reviews.
- 3. Master plan and county reviews for industrial parks in Aberdeen, Maryland and at the Baltimore Washington International Airport. Both projects advanced the program potential beyond the client's expectations. The rail served Aberdeen project required numerous meetings with government agencies to gain zoning approval based on sensitive site analysis, ground water pollution studies: and control. Provided unique design solutions to protect the environment while achieving economic viability through good site planning and phasing. Project under construction. BWI Airport site development plan of mixed office, retail and warehouse facilities exceeded client's initial programs and increased total square foot leasable with mixed land use.
- 4. Office complexes: Virginia project, land planning, site analysis, conceptual and program development with multidisciplinary team for over 1 million square feet of office/retail/hotel complex with underground parking. Provided traffic circulation plan for entry, service and parking. Site plan details and full landscape architectural plans and earthworks. First phase, \$300,000 landscape budget.

### PROJECTS (CONT.)

### (B) URBAN PLANNING

- Frederick, Maryland streetscape study. Provided revitiliza-tion vlans for historic Frederick including parking, commercial redevelopment, plans for street furniture planting, paving, lighting, roadway realignment and urban park design. Community planning meetings and agency review. Project phases constructed. Funding source studies.
- 2. Baltimore City urban park and streetscape plans for area at Baltimore Inner Harbor Community College. Park plans, planting, earthworks, street furniture, parking and pathway site plan details. Study of pedestrian links to other areas of urban revitalization. Project constructed.
- 3. Baltimore County conversion of residential neighborhood street to office use. New parking, sidewalk design, paving, lighting, walls, plant material and graphics. Project constructed.
- 4. 3 urban park designs for Baltimore City Housing and Community Development Department. Community advocacy planning with neighborhood associations for program development, site analysis, site plans, city reviews, construction documents.
- 5. Baltimore City River Front Park master plan, report and construction documents for 250 acres: of land within the city. Community planning associations work sessions, city planning, state and corp of engineer reviews of plans. Complete program development with Recreation and Parks Department. Site analysis, concepts, master plan, report complete. Funding and implementation in progress.

### (C) FEASIBILITY STUDIES

- 1. Stranahan Estate: 700 acre study in Ohio to test land use programs on site conditions, availability of utilities, access potential, impact of regional land uses and to weigh these development opportunities against the economic constraints and cost of land purchase. Coordinated with marketing research to provide client with all data necessary to make development decisions.
- 2. Stanford University: Planning study to identify physical development and economic opportunities for expansion of a regional retail complex on campus and to integrate plans with on-going and potential campus expansion into housing, academic, and office land uses. Developed traffic circulation and open space linkage concepts.

### (D) LANDSCAPE ARCHITECTURE

1. Beachwood Mall, Cleveland, Ohio: 90 acre high fashion shopping center, provided land planning, traffic circulation studies,

(E) PARKS AND RECREATION

(D) LANDSCAPE ARCHITECTURE, (CONT.)

planting and street furniture.

plaza design, project supervision.

1. 250 acre urban park for Baltimore City, (See urban planning

conceptual planning and detailed site plans for entire site

and for exterior and interior building spaces. Grading plans

and planting plans. \$300,000 landscape budget. Project con-

2. Exton Mall, Pennsylvania: Regional shopping center. Land use

plans, access plans, detailed site and landscape plans. Development included environmental study of creek realignment

and revegetation to allow development while protecting animal

habitats. Provided conceptual studies and designs of realignment, depth, type of bank control to hydraulic engineers for

coordinated planning effort. Project included preservation of

a historic house within a park-like environment recycling the

house for community meetings. Our plans provided the fitting

complex. Landscape plans and grading to transition new devel-

opment into existing village complex of Cross Keys. Planting

plans including special light weight soil mixes, drainage and

mounding to plant on roof of parking garage. Lighting and

of this house in scale and proportion to the mall complex.

3. Harper House Condominium Housing: Luxury Maryland housing

structed and published. Design of interior spaces, fountains,

- 2. Master plans and construction documents for two parks for Maryland National Capital Parks and Planning Commission. Community planning sessions, program development, site analysis, concepts, site designs, construction documents through project supervision. Linking of standard made play equipment and development of site specific design for play to capitalize on unique site opportunities. Master plan for 1 mile of county hiker bicycle trails.
- 3. Two parks for Fairfax County, Virginia park authority. Master plans including reprograming of historic house, provisions for community allotment gardens. Full recreation facility program from high intensity use court sports, field sports, to nature study area. Program for habitat preservation and maintenance. Demographic studies to develop user matrix and facility study of region to determine type of facilities to be incorporated into site opportunities.
- 4. Master plans for the Maryland State Veteran's Commission for two veteran's cemeteries. Complete site analysis, concepts one unique to United States, site plans locating interment areas, plazas, drives, memorial areas, administration, chapel and service buildings. Reports published and distributed

LAW OFFICER OF LEVAN, SCHIMEL & RICHMAN, P.A. PRACTICING IN MARYLAND AND THE DISTRICT OF COLUMBIA.

ROBERT B. LEVAN RONALD & SCHIMELS DERALD M. RICHMAN\*

PAUL S. WARSHOWSKY \* MANYLAND BAR ONLY

CLARK BUILDING Called hevan's office (SOI) BOO-6080 (IAC)

2/19/81. Was not in, but

was expected for an appt. he had in

the office. Asked that he return my call. February 12, 1982

Robert E. Shock, Jr. 304 Melanchton Avenue Lutherville, Maryland 21093

Dear Mr. Shock:

We acknowledge receipt of your letter in which you indicate that you are unable to sign a Declaration or Affirmance that you are the legal owners of the property at 1542 York Road based upon your belief that the purpose of the Special Exception which Mobil seeks would (a) violate its Lease with you, and (b) violate your Lease with the Southland Corporation with respect to its 7-11 operation. We understand that this view is shared by at least two of the other co-owners of the property, Mrs. Henschen

We would like the opportunity to meet with you and the other co-owners who have expressed these concerns. At this meeting, I and a representative of Mobil would also want to review your Southland Lease to determine if the Special Exception would, in fact, contravene the provisions of that Lease.

Generally, the purpose of the Special Exception is to allow the service station operator to sell those types of products which are normally found in vending machines in service stations currently. The area to be designated as snack shop would also include the selling of automotive products, i.e. oil, filters, etc. which are frequently retailed in service stations. Our intention is to enhance the appearance of the Mobil station and to increase the earnings opportunity of its operator. To the best of our knowledge, the operation will not be competitive with the 7-11, although we assume that there will be an overlap in the sale of candy, soft drinks, potato chips and other small snack

Mr. Robert E. Shock, Jr.

February 12, 1982

We hope that you agree that the proposed meeting is appropriate. In this respect, I would appreciate your calling me at the number indicated above so that we might establish a mutually convenient time and place to meet.

Please be assured that Mobil does not desire to place you in a position which would compromise your contractual relationship with Southland. Rather, we seek to resolve this problem in a manner satisfactory to all parties.

Very truly yours,

Robert H. Levan

RHL/tl

cc: J. E. Lumsden Shirley Henschen Margaret Sheeler

LAW OFFICER OF LEVAN, SCHIMEL & RICHMAN, P.A. PRACTICING IN MARYLAND AND THE DISTRICT OF COLUMBIA

ROBERT H. LEVAN RONALD & SCHIMEL GERALD M. RICHMAN. PAUL S. WARSHOWSKY

· MARYLAND BAR ONLY

CLARK BUILDING COLUMBIA, MARYLAND 21944 (301) 500-5490 (DA) (301) 907-4101 (BALTO)

March 11, 1982

Ms. Shirley Henson

10 Margate Road P. O. Box 223 Lutherville, Maryland 21093

Re: 1542 York Road

Dear Ms. Henson:

As a follow-up to our telephone conversation, we would appreciate meeting with you and other interested members of the family as soon as Mr. Shock returns for the purpose of discussing this matter with you.

Please let me know what date would be convenient so that I can arrange for appropriate Company officials to be present at

If you have any questions, please do not hesitate to call

Very truly yours,

Robert H. Levan

RHL/rmw

cc: Mr. J. E. Lumsden, Senior Real Estate Representative Mobil Oil Corporation

3/16/22 Called Noots + told her to tell Bob. Read letter to her to her Talked to Levan 3/16/92
Told him to contact Bob about meeting.

Levan, Schimel & Richman, P.A. PRACTICENG IN MARYLAND AND THE DISTRET OF COLUMNIA.

ROBERT B LEVAN RONALD SCHUMEL GERALD M. RICHMANS PACE S. WARSHOWSKY

\* MARYLAND HAR ONLY

COLL MIRE, MARVEAND PRICE comp. Sem-Search (Englis COLE 1019-4101 (BALTO)

CLARK BUILDING

April 23, 1982

Robert E. Shock, Jr. 1702 Kurtz Avenue Lutherville, Maryland 21093

Re: 1542 York Road

Dear Mr. Shock:

As an aftermath to our meeting with you on March 31st, Mobil representatives reconsidered their position in this matter and have determined to withdraw the request for a Special Exception. In so doing, Mobil will be advising its dealer on the implications of this decision and assumes that the station will be operated in accordance with the appropriate provisions of the Zoning Ordinance of Baltimore County.

We would not conclude this matter without expressing our appreciation to you and members of the family for taking their time to meet with us to discuss this matter, to listen to our views and to present yours. While we could not agree on a common position on this matter, Mobil hopes that its relationships with you, as landlords of the property, will continue to be amicable in the future.

Very truly yours,

Robert H. Levan

RHL/rmw cc: Margaret S. Sheeler Ramona S. Burns Hope S. McCaffrey Gayle S. Keller

cc: Evelyn S. Ford E. June Shock Shirley Henschen J. E. Lumsden

Mobil Oil Corporation

3725 GALLOWS ROAD FAIRFAX VIRGINIA 22032 TELEPHONE (703) 849-4146 WAYAR E MULLINS

MARKETING AND REFINING DIVISION - U.S. OFFICE OF GENERAL COUNSEL

CLARK BUILDING

COLUMBIA, MARYLAND 21044

(301) 596-5620 (1).C.)

(801) MIT-4101 (BALTO)

November 19, 1982

Ms. June Shock and Ms. Gayle S. Keller c/o Robert E. Shock, Jr. 304 Melanchton Avenue Lutherville, MD 21093

> MOBIL OIL CORPORATION LEASE FROM ROBERT E. SHOCK AND EDNA M. SHOCK -CORNER OF YORK & MARGATE RDS. LUTHERVILLE, MD

Dear Ms. Shock and Ms. Keller:

This is to respond to your letter of November 9, 1982 to Mr. J. E. Lumsden, of Mobil Oil Corporation.

It is Mobil's belief that the property and service station which is under Lease from Robert E. Shock and Edna M. Shock is being operated in accordance with all applicable laws and ordinances. We do not believe the Correction Notice of Alleged Zoning Violation, which you referenced in your November 9th letter, was validly issued by Baltimore County, and we intend to contest the Notice. We are confident our position will be upheld. In any event, we will certainly comply with the ordinance as ultimately construed by the Zoning Commissioner or, if necessary, by the Maryland courts.

I must disagree with your conclusion that an alleged violation of the zoning ordinance, is in itself sufficient grounds to constitute default under the Lease. The Notice itself references only an apparent or alleged violation. It is yet to be determined whether a violation, in fact, has occurred. Also, Mobil is given the right, under the Lease, to contest or appeal the application of all ordinances which restrict or prohibit the occupation of the property in a manner desired by Mobil. It is the exercise of this right under the Lease with which are concerned.

Ms. June Shock and Ms. Cayle S. Keller

November 19, 1982

Finally, I draw your attention to Paragraph 11 of the Lease whereby your predecessors in title, as lessor, covenant to perform such acts as are necessary to be performed by lessor in order that Mobil, as lessee, may have, hold, and enjoy the premises. This obligation extends to you and others holding title with you. I have been advised by Mr. Lumsden that you, and your fellow successors to the interest of our original lessor, have refused to join an application for Special Exception by Mobil to Baltimore County which, if it had been received, would have made this whole matter unnecessary. I believe you failure to assist in making this application for Special Exception is a clear breach of your obligations under the Lease, and one for which Mobil may seek reimbursement of its costs and other damages it has suffered thereby. I request you review your position on this matter and recognize your obligation to assist Mobil in obtaining the desired Special Exception permit.

Your prompt consideration of this matter would be appreciated.

Very truly yours,

WEM:alf

LEVAN, SCHIMEL, RICHMAN & BELMAN, P.A.

ROBERT H. LEVAN RONALD'S, SCHIMEL GERALD M. RICHMAN P. DENNIS BELMAN PAULS, WARSHOWSKY BRUCE M. HERSCHLAG June 27, 1983

Shirley Henschen 10 Margate Road PO Box 223 Lutherville, MD 21093

Re: 1545 York Road/Special Exception

Dear Ms. Henschen:

As the enclosed Petition and Surveyor's Plat will indicate, Mobil has once again filed a Special Exception for application affecting the property at 1545 York Road. Once again, we ask you to join in this application as an owner of the property.

In this connection, we call your attention to the letter to you dated November 19, 1982, from Mr. W. E. Mullins, Mobil Oil Corporation, in which Mr. Mullins points to your obligation under paragraph 11 of the lease to perform such acts as may be necessary to Mobil's enjoyment of the property during the term of the lease. It is our position that this Special Exception is necessary for that enjoyment as it directly affects the economic viability of the property insofar as the station operator is

We would appreciate your executing the Petition enclosed indicating your consent to the Petition and return the same in the envelope enclosed for that purpose to this office on or before July 11, 1983. In the event we do not hear from you, we will assume that you are withholding your consent in the matter and will take steps necessary to find alternative ways of proceeding with this application.

Once again, if you have any questions, please do not hesitate to communicate with me.

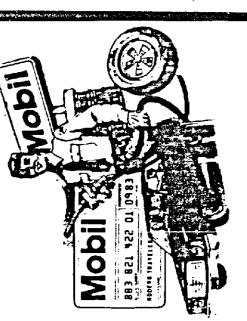
Very truly yours,

RHL/rmw

enclosures

cc: Mobil Oil Corporation, Mr. Paul Puma

OVERLOOK CENTER SUITE 100 + 5457 TWIN KNOLLS ROAD + COLUMBIA, MARYLAND 21045 (301) 596-5620 D.C. (301) 997-4101 BALTIMORE



De livered 6/23/82

ERGEESTANT'S

LAHIBIT /

ROBERT H. LEVAN

RONALD B. BUHIMEL! GERALD M. RICHMAN! PACL B. WARSHOWSKY

MARYLAND BAR ONLY

January 28, 1982

Shirley Henschen 10 Margate Road P. O. Box 223 Lutherville, Maryland 21093

LAW OFFICES OF LEVAN, SCHIMEL & RICHMAN, P.A. PRACTICING IN MARYLAND AND THE DISTRICT OF COLUMBIA

> Re: 1542 York Road Lutherville, Maryland

Dear Ms. Henschen:

I am enclosing a copy of a Petition for Special Exception which Mobil Oil Corporation is filing with the Zoning Commissioner of Baltimore County. The purpose of the Petition is to establish a snack shop to be used in combination with the existing service station.

as a legal owner of the property, consent to the filing of the Petition and declare that you are a legal owner of the subject property.

Accordingly, I would ask that you sign a copy of this letter which we have enclosed affirming your ownership and return it to this' office as promptly as possible in the return addressed envelope that we have enclosed for that purpose.

Very truly yours,

The zoning regulations of Baltimore County require that you,

Robert H. Levan

I do solemnly declare and affirm under the penalties of perjury, that I am a legal owner of the property at 1542 York Road Lutherville, Maryland, which is the subject of a Petition for Special Exception filed by Mobil Oil Corporation for the property at this

Shirley Henschen

RHL/rmw enclosures

Macris, Hendricks and Witmer, P.A.

Engineers • Surveyors 15209 Frederick Road, Suite 206, Rockville, MD 20850 Columbia Area (301) 774-0664 Washington Area (301) 340-8705

February 8, 1982

DESCRIPTION

PART OF LIBER 5498 - Folio 497 BALTIMORE COUNTY, MARYLAND

Beginning at the southeast corner of York Road and Margate Road, Baltimore County, Maryland, thence with the arc of a curve to the right having an

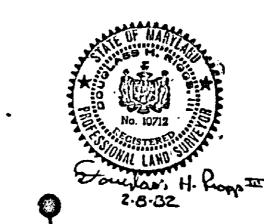
1) Arc length of 39.37 feet, and a radius of 25.00 feet to a point, thence with the arc of a curve to the left having an

2) Arc length of 109.36 feet, and a radius of 1450.72 feet to a point, then leaving Margate Road

3) South 22° 36' East, 162.56 feet to a point, thence

4) South 63° 22' West, 131.75 feet to a point on the easterly limits of York Road, then with said York Road

5) North 23° 37' West, 146.67 feet to the point of beginning. Containing 0.50 of an acre of land, more or less.



Owners Of 1542 York Road, Lutherville, Maryland

Margaret S. Sheeler 318 Melanchton Avenue

Ramona S. Burns 7 Edgeclift Road Baltimore, Maryland 21204

Lutherville, Maryland 21093

Hope S. McCaffrey 6 Margate Road Lutherville, Maryland 21093

Gayle S. Keller 14520 Cuba Road Cockeysville, Maryland 21030

Robert E. Shock, Jr. 305 Melanchton Avenue Lutherville, Maryland 21093

Evelyn S. Ford 514 Fort Lewis Boulevard Salem, Virginia 24153

E. June Shock 1702 Kurtz Avenue Lutherville, Maryland 21093

Shirley Henschen 10 Margate Road P. O. Box 223 Lutherville, Maryland 21093

LEVAN, SCHIMEL, RICHMAN & BELMAN, P.A.

ROBERT 11. LEVAN RONALD S. SCHIMEL GERALD M. RICHMAN P. DENNIS BELMAN
PAUL S. WARSHOWSKY BRUCE M. HERSCHIAG

October 20, 1983

\_ 0CT 24 AM \_

ZONING

Jean Marie Jung
Deputy Zoning Commissioner
Office of Planning & Zoning
Towson, MD 21204

Fice of Planning & Zoning wson, MD 21204

Re: Item No. 13 - Case No. 84-90-X

Dear Commissioner Jung:

In the aftermath of the hearing on occuped 10th and the discussions which arose concerning possible conditions to be attached to a grant of the special exception requested by Mobil, we attempted to ascertain the extent of the display of items outside the snack shop.

Immediately in front of the snack shop entrance there is a raised platform which measures roughly 10' x 14' and is approximately 8" high. The platform is shown on the site plan. It not only delineates the entrance way to the snack shop but creates a driveway with the gas pump for vehicles using the pumps. On that platform are hand truck-type devices approximately 4' high which serve to support a display for sale of certain automotive products, i.e., oil, road maps, etc., and cartons of soda. As we indicated at the hearing, this area is used for sales promotion of certain items and is important to the operator because of the limited space within the snack shop area. What we were not aware of at the hearing was that this area can be specifically delineated and, in fact, is the only area which is used for such purposes. We would have no objection to a condition attached to a grant of the special exception which would limit the area for promotion of products sold in the snack shop to that area. As we indicated, it does not have any impact on the movement of traffic through the station; it does not block any passage ways. Even the use of the apron area is limited because the owner must maintain the access area to the snack shop free of obstacles. For market reasons, use of the area in this manner is important to the operator.

In addition, we would have no objection to a limiting the snack shop operation to the sale of pre-packaged items. We would request there be no limitation on the types of pre-packaged items that might be offered and that the selection of such items be left to the business judgment of the operator.

OVERLOOK CENTER SUITE 100 • 5457 TWIN KNOLLS ROAD • COLUMBIA, MARYLAND 21045 (301) 596-5620 D.C. (301) 997-4101 BALTIMORE

to use the property as a snack shop as an ancillary use to its

primary use as a gasoline service station. The zoning ordinance

authorizes food stores with less than 5,000 square feet of retail sales area as a use in combination with service stations under Section 405.4.D.8.

While Petitioner, as lessee of the property, filed the Special Exception petition, its efforts to obtain the signatures of the owners to the property were fruitless. In fact, the owners of the property have advised Mr. Commodari that they would not be joining in the application and that position was

confirmed by a letter from their attorney dated July 28, 1983. Petitioner contends the application should be processed notwithstanding the refusal of the owners to join in that the lease agreement between the parties legally authorizes Petitioner to act in behalf of the owners in connection with the Special

There are certain lease provisions to which we would direct the attention of the Zoning Commissioner.

Exception application.

Paragraph 4 of the lease agreement provides as follows:

"Lessee may erect and install on the said premises such buildings, improvements and equipment as it may require; may cut curbs, and construct and maintain and use driveways over, upon and across said premises for ingress and egress of vehicles and persons. No buildings, improvements and equipment erected, installed or owned by Lessee shall become a part of the real estate, but shall be and remain the property of Lessee, and Lessor grants unto Lessee full right to abandon any or all of same and/or enter to remove same at any time while this lease is in effect and within thirty (30) days after any expiration or other termination of this lease, or any renewal or extension thereof."

Paragraph 26 of the lease provides as follows:

"Lessee shall have the right to remove, alter, demolish, relocate or rearrange the buildings and improvements herein demised without obligation to restore the same in any manner whatsoever. . . "

Finally, Paragraph 17 of the lease provides as follows:

"Lessor shall put Lessee in actual possession of said premises at the beginning of said term. Lessee

Ms. Jean Marie Jung October 20, 1983 Page Two

We also request that a copy of this letter be made a part of the record. As you will note, I have sent a copy of this letter to Ms. Shirley Henschen as the spokesperson for the opposition group.

Very truly yours,

shall have the right to sublet said premises or any

part thereof. Lessor covenants that Lessee, upon

the payment of the rent and the performance of its

covenants herein contained, shall and may peaceably

that they have not specifically authorized Petitioner to file

for Special Exception as agents or representatives, the question

of agency is one that must be determined by the relationship

of the parties as they existed under the foregoing lease agreement,

"and the ultimate question is one of intention." Ramsburg v. Sykes,

221 Md. 438, 442, 158 A.2d 106 (1960). The lease provides that

the Petitioner have the property for the "erection and operation

of the gasoline service station as proposed to be erected thereon

by the Lessee." (emphasis supplied) The lease further provides

that the Petitioner may \*erect and install on said premises

such building improvements and equipment as it may require".

(emphasis supplied) It was also clear that at the time of the

lease the concern that the property be specifically available

for utilization of a service station was designed, not to limit

the lessee's use of the premises, but to insure that the premises

would be available for its use as a service station. Hence,

if the property could not be used as a gasoline service station,

the lease would expire. But it is equally clear, with regard

to its operation as a gasoline service station, the lessee obtain

the right to erect and operate a service station of the "type

and capacity applied for " without limitation as to how that

station was to be utilized and what incidental and ancillary

uses might be appropriate in connection therewith. In fact,

the intent of the parties' that unfettered use of the property

be assured is also reflected in Paragraph 24 which contains

the Lessors assurance that no title impediment exists which

would either interfere with or prevent the use of the property

as a gasoline station and left the judgment as to the effect

Contrary to the position taken by counsel for the Lessors

and quietly have, hold and enjoy said premises during

the term hereof and any renewal or extension thereof.

RHL/rmw

cc: Mr. Paul Puma Ms. Shirley Henschen BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON ZONING COMMISSIONER

November 2, 1983

Robert H. Levan, Esquire Suite 100, Overlook Center 5457 Twin Knolls Road Columbia, Maryland 21045

> RE: Petition for Special Exception SE/corner of York and Margate Rds. 8th Election District Margaret S. Sheeler, et al -Petitioners NO. 84-90-X (Item No. 13)

Dear Mr. Levan:

I have this date passed my Order in the above captioned matter in accordance with the attached.

JEAN M.H. JUNG
Deputy Zoning Commissioner

JMHJ/mc

Attachments

cc: Mrs. Shirley Henschen
P.O. Box 223
Lutherville, Maryland 21093

. . .

John W. Hessian, III, Esquire People's Counsel

of such impediment solely to the discretion of the Petitioner.

Petitioner, of course, is not seeking to alter the use

of the premises as a gasoline service station. It continues to utilize the property in that manner but, as it is entitled to do under the Baltimore County Zoning Ordinance, seeks to add a snack shop as an ancillary use to the station to enhance its overall economic viability. In order to do this, it must obtain a Special Exception for a food store of less than 5,000 square feed under the zoning ordinance which it seeks to do. Petitioner contends that under the lease agreement it is authorized to pursue any permits that might be necessary in order to permit its use of the subject property as a gasoline service station with facilities and equipment of its choosing. We suggest that the language of the contract, considered in light of its subject matter, and its objective purpose, is both clear and unambiguous as to the relative position of the parties and the authority of Petitioner to obtain the permits necessary to operate its service station in a manner it deems appropriate.

We respectfully request that the application for Special Exception be received by the Zoning Commissioner and processed in accordance with the provisions of the Zoning Ordinance.

Respectfully submitted,
LEVAN, SCHIMEL, RICHMAN & BELMAN, P.A.

Robert H. Levan

CERTIFICATE OF SERVICE

I hereby certify, that on this 4th day of August, 1983,

MEMORANDUM OF LAW

IN THE MATTER OF

MOBIL OIL CORPORATION

On August 8, 1960, Socony-Mobil Oil Company, Inc., now Mobil Oil Company, Inc., (Petitioner) entered into a lease agreement with Robert E. and Edna M. Shock to develop a gasoline service station at the southeasterly corner of York and Margate Roads, Lutherville, Baltimore County, Maryland. The lease was amended on May 23, 1962. A copy of the lease is attached hereto and made a part hereof. With the death of Mr. and Mrs. Shock, the property rights in the lease passed to the Shocks' heirs, referred to as the lessors.

BEFORE THE ZONING COMMISSIONER OF BALTIMON COUNTY

\* \* \*

Dan M. N

BUILLIS DEPARTMENT

Subsequently, Petitioner obtained a building permit for the remodeling of the York Road service station. This included modernization of the pump islands under a canopy to permit a self-service operation regulated by the operator from the station office and renovation of the office, which would, among other things, permit the installation of snack shop facilities to be operated as an ancillary use to the service station and provide a convenience for those using the station.

Section 500.2.a. states as follows:

LEVAN,
SCHIMEL,
RICHMAN
&
BELMAN,
P.A.
ATTORSPS AT LAW

Overlock Center Suite 10:545" Twin Knolls Road

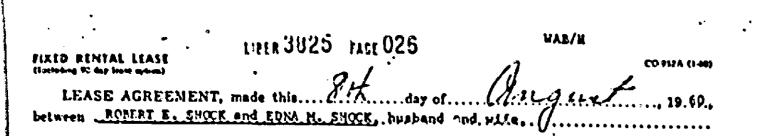
"Whenever a petition is presented to the Office of Planning and Zoning for a zone or district classification or reclassification of a piece of property, or for a Special Exception, such petition may be filed with the Zoning Commissioner only if it meets the Zoning Commissioner's rules of practice and procedure. Whenever the Office of Planning and Zoning shall have acknowledged the adequacy of the petition in respect to such rules, including whatever site plan or other supporting material may be necessary, the petition may be filed with the Zoning Commissioner by the legal owner of the property or by his legally authorized representative."

Columbia Maryland 21045
(301) 596 5620 DC
(301) 597 4101 Bahimore
On June 27, 1983, the Petitioner filed a Special Exception
application for the above-referenced property seeking permission

a copy of the foregoing Memorandum of Law was mailed, postage prepaid, to John E. Mudd, Esquire, 306 West Joppa Road, Towson, MD, 21204.

Robert H. Levan

FEE 24 NE4



Haryland jointly and severally, hereinafter called Lessor, and SOCONY MORIL OIL COMPANY, INC., a New York corporation, of 150 Eact 42nd Street, New York, hereinafter called Lessee, WITNESSETH:

Lessor does hereby demise and lease unto Lessee and Lessee does hereby hire and take all that certain parcel of land situated at, the northeasterly corner of York and Margate/Street in the Eighth District (Chr. Tewnship, Borough) ...... County of Baltimore.....and State of 

BEGINNING at the point formed by the intersection of the easterly line of York Road with the southwesterly end of the corner cut-off right of way line running from the southerly line of Margate Road to said easterly line of York Road, and running thence (1) southerly, along said easterly line of York Road, one hundred forty-eight (148') feet to Lessor's extreme southerly property line; thence

(2) easterly along Lessor's southerly property line, two hundred (200') feet to a point in Lessor's extreme easterly property line; thence (3) northerly along Lessor's easterly property line, one hundred seventy-three (1731) feet to a point in said southerly line of Margate Road; thence (4) westerly along said line of Margate Road, one hundred seventy-five (175') feet to the point in the northeasterly end of said corner cut-off right of way line; thence (5) southwesterly along said corner cutt-off right of way line, thirty-eight and thirty-four one-hundredths (38.34') feet to the first mentioned point and place of FOR Leason's title, reference is made to (a) deed from Wm. P. Barton et ux, recorded in Deed Book CWB Jr. 1126 page 361; (b) deed from Wm. P. Barton et ux, recorded in

in Deed Book TBS 1913 page 206, conveying these lands inter alis to Lessor herein; together with the buildings/improvements and equipment thereon and the appurtenances and all the right, title and interest of Lessor in and to land lying in all streets, highways and rights of way

abutting on or appurtenant to said premises, all of said leased property being hereinafter referred to

Deed Book CWB Jr. 972 page 90; and (c) deed from Louis E. Markline et ux, recorded

TO HAVE AND TO HOLD for the term of .....ten ............. (-10...) years, beginning on the lat day of the calendar, 10 ...., and ending on the ........day of ... month efter the expiration -19..., yielding and paying therefor the rent of ...... . . pf. five . (5) months . after all .permits .have dollars (\$ \_\_\_\_\_\_) per...... payable been secured for the erection and operation of the gasoline service station as proposed to be erected thereon by Lessee or on the first day of the calendar month after the expiration of five (5) months after complete possession of the premises has been delivered to lossee whichever is later; yielding and paying therefor the rent of Three Hundred Fifty (\$50.00) Dollars per month, payable monthly

Lessor and Lessee further covenant and agree as follows:

1. Lessee shall pay the rent: oforesaid, and all charges for water, gas and electricity supplied to it and at the expiration or other term ation of this lease, or any renewal or extension thereof, quit and render said premises to Lessor in as good condition as the same now are, subject to such changes, alterations and additions as are hereinafter required or permitted to be made by Lessee or Lessor, reasonable wear and tear and damage by fire and the elements excepted. Water charges for the last year of the term, or any extension or renewal thereof, shall be apportioned. 2. If any rent shall be in default and unpaid for thirty (30) days after notice to Lessee, or if default shall be made in any of the other covenants herein contained on the part of Lessee for thirty (30) days after notice to Lessee specifying the default, without limitation of any other rights granted by law, Lessor may re-enter and take possession of said premises, and such re-entry and taking possession shall terminate this lease. 3. Lessee shall comply with all applicable laws and ordinances relating to health, nuisance and fire arising out of Lessee's manner of occupancy of said premises during said term in so far as the same donot require structural alterations, repairs or improvements, which if required Lessor covenants to make.

LIBER 3825 . PAGE 029

Page Two.

28. Lessee shall have the right to enter upon the premises at any and all times during the five-month period next preceding the beginning of the term hereof for the purpose of removing, altering, demolishing, relocating or rearranging the buildings and improvements now on the demised premises and for the purpose of erecting and constructing the proposed gasoline service station thereon.

al &

PARD - Politeria Octobri Million Citie al Pisson

4. Lesses may greet and install of the Kill printer ruch buildings, improve a cots and equipment as it may require; may cut curbs, and construct and maintain and use driveways over, upon and across said premises for ingress and egress of vehicles and persons. No buildings, improvements and equipment erected, installed or owned by Lessee shall become a part of the real estate, but shall be and remain the property of Lessee, and Lessor grants unto Lessee full right to abandon any or all of same and/or enter to remove same at any time while this lease is in effect and within thirty (30) days after any expiration or other termination of this lease, or any renewal or extension thereof.

5. If at any time during the term of this lease or any renewal or extension thereof, Lessee or any of its aubtenants are unable to obtain any license or permit required by law of municipal ordinance for the storage and sale of gasoline or other petroleum products or by-products or other motor fuel, on said. premises, or for the erection and operation thereon of a gasoline service station of the type and capacity applied for and with driveways desired by Lessee for ingress and egress to and from all streets and highways abutting on said premises, or if the Lessec, or any of its subtenants, shall be unable to obtain highways abutting on said premises, or if the Lessec, or any of its subtenants, shall be unable to bedde the renewal of any such license or permit which may have been granted for any such purpose, or if any 3 such license or permit shall be cancelled or revoked, or if Lessee is prevented by operation of law, 3 or enjoined from using said premises or any part thereof for the storage and sale of gasoline or other petroleum products or by-products or other motor fuel, Lessee shall have the right, at its option, to 4 terminate this lease on not less than thirty (30) days notice to Lessor. If any governmental unit or 4 terminate this lease on not less than thirty shall commence any change in any street, road or highway person acting under governmental authority shall commence any change in any street, road or highway now serving the premises and if such change when completed would substantially diminish the value of completed would substantially diminish the completed would substantially not less than thirty (30) days notice to Lessor.

Lessor hereby grants Lessee options to make, four .(4)..successive renewals of this lease of ...years each on the same terms and conditions, the first of such renewal periods to commence at the expiration of the original term. In order to exercise each successive option, Lessee shall give Lessor not less than thirty (30) days notice prior to the end of the then existing term or renewal, and on the giving of such notice the renewal shall be deemed effective without the necessity of any further act or instrument. Lessor, however, coverning to execute upon request such instruments as Lessee may require by way of further assurance.

7. As a part of the consideration hereof Lessor hereby grants Lessee the exclusive option, exercised the exercise of the consideration hereof Lessor hereby grants Lessee the exclusive option, exercised the exclusive option, exercised the exclusive option of the less of this lessee are now analysis.

able at any time the term of this lease or any renewal or extension thereof, to purchase the premises free and clear of all liens and encumbrances for the sum of. One Hundred (treenty Thousand Dollars (5.17) 100.00 (100.00) Such option may be exercised by written notice from Lessee to Lessor and the exercise thereof shall take effect on the date such notice is given. Lessee shall have sixty (60) days thereafter for examination of title and at 10:0 A.M. on the day following expiration of said sixty (60) day period Lessor shall deliver to Lessee at 3see 8. office in Baltimore, Maryland, a good and valid full covenant warranty deed conveying a good and marketable title and a good and b clear record title to said premises free and clear of all liens and encumbrances against payment of the purchase price. \* after fifteen (15) years from the beginning of the term hereof....

8. As a part of the consideration hereof and without prejudice to the foregoing options Lessee at all times shall have the following pre-emptive right: Lessor shall not prior to the beginning of nor during the term of this lease or any renewal thereof sell, lease, grant options in respect of, or otherwise dispose of the whole or any part of said premises, any real property including the same or the whole, or any part of Lessor's reversionary interest therein without giving Lessee a thirty (30) day option. within which to purchase, lease or otherwise acquire the premises or any real property, including the premises or such reversionary interest therein on the same terms and conditions as those on which Lessor is willing to make such sale, lease or other disposition to any other party, and Lessor shall promptly notify Lessee in writing of all of said terms and conditions and submit with such notice to Lessee a full and accurate copy of any bona fide offer acceptable to Lessor which Lessor may have received, duly attested by Lessor. If Lessee elects to exercise said pre-emptive right it shall do so in writing within thirty (30) days after receipt of notice of the terms and conditions and the closing shall take place at Lessee's office in Baltimore, Maryland ..... sixty (60) days subsequent to the exercise of said pre-emptive right, at which closing Lessor shall, in the case of the conveyance of the fee, deliver to Lessee a good and valid full covenant warranty deed conveying a good and market. able title and a good and clear record title free and clear of all liens and encumbrances or, in the case of any lease or other disposition of said premises, any real property including the same or of Lessor's reversionary interest therein, deliver to Lessee an instrument in form and substance satisfactory to Lessee and sufficient to transfer to Lessee the interest proposed to be disposed of. Failure to exercise this right on one or more occasions shall not affect the right of Lessee to exercise its pre-emptive right upon any occasion thereafter arising prior to the beginning of or during the term of this lease or any -9. Ordinary real estate taxes and rents shall be apportioned at any closing of title under the terms

of this leave as of the date of said closing of title. 10. If any part of the premises shall be taken for public or quasi-public use by condemnation proceedings or otherwise, Lessee, in addition to any other rights granted by law, shall have the right, at its option, (a) to terminate this lease upon not less than ten (10) days notice to Lessor, at any time within thirty (30) days after Lessee shall be required to surrender possession of the part so taken, or (b) to remain in possession of the remaining portion of said premises, in which event the rent and the option purchase price shall be reduced in the proportion that the area of the land so taken bears to the

11. If Lessor shall fail to pay when due any rent, tax, assessment, interest on or principal of any mortgage or other obligation, expense or charge, or perform any act for which Lessor is responsible. or which is necessary to be paid or performed by Lessor in order that Lessee may have, hold and enjoy the premises, Lessee may pay or perform same and charge Lessor with the cost therefor, and deduct 🥆 such cost from any rental or other sums that may be due or become due from Lessee to Lessor. In addition thereto, Lessee shall be entitled to any right of subrogation granted by law, and, in the event of any foreclosure of any mortgage or lien, Lessee may purchase the premises for its own account. If at any time or from time to time during the term of this lease, or any renewal or extension thereof, Lessor is for any reason indebted to Lessee, Lessee shall have the right to withhold and apply on account of said indebtedness any rent or other payments then due or thereafter becoming due. 12. If the buildings and/or other improvements on the premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced promptly by Lesser and a just abatement of the rent (provided such damage renders the premises untenantable in whole or in part) shall be made until the same shall be repaired or replaced. If the damage shall be so extensive that the buildings and other improvements cannot, with reasonable diligence, be repaired or replaced within sixty (60) days from the date of damage or destruction, or if the buildings are substantially destroyed, Lessee may at its option terminate this lease on not less than ten (10) days' written notice to Lessor, in which event the obligation of Lessor to repair or replace shall cease.

29. The word "buildings" in line 3 of paragraph 4 hereof is hereby reinstated so that the reading will be as though the deletion had not been made.

30. Excepting and Reserving to Lessor the rear seventy (70') feet thereof, so that the lands retained by Lessor shall have a frontage of seventy (70') feet on Margate Road and extending of equal width across the entire year of said lands to the southerly line

Further Excepting and Reserving to Lessor the right to use in common with Lessee a right of way over a portion of the demised premises and bounded and described as follows: Beginning at the point in said southerly line of Margate Road at the line dividing the demised premises and the lands retained by Lessor and running thence (1) Southerly along said dividing line forty (40') to a point therein; thence (2) Northwesterly through the demised premises forty-four (44') feet more or less to a point in said southerly line of Margate Road; thence (3) Easterly along said line of Margate Road twenty (20') to the first mentioned point and place of beginning;

TOGETHER the right of Lessee to use in common with Lessor a right of way over a certain parcel of land adjoining the demised premises on the east and bounded and described as follows: Beginning at the point in said southerly line of Margate Road at the line dividing the demised premises and the lands retained by Lessor and running thence (1) Southerly along said dividing line forty (40') feet to a point therein; thence (2) Northeasterly through said retained lands forty-six (46') feet more or less to a point in said southerly line of Margate Road; thence (3) Westerly along said line of Margate Road twenty (20') feet to the first mentioned point and place of beginning; ALSO the further right to erect, maintain, operate, repair and remove one electric light pole, together with the necessary fixtures and wires, adjacent to the intersection of Courses (2) and (3) hereof;

31. As a part of the consideration hereof Lessee agrees to pay the full cost of such curbs, gutters, sidewalks and paving required of the owner by County Authorities within the southerly one-half of the right of way of Margate Road adjoining said rear seventy (701) feet of land retained by Lessor.

32. As a part of the consideration hereof Lessee agrees to pay the full cost of paving said rights of way, both the one reserved to Lessor and the one granted by Lessor to Lessee.

33. Each of the parties hereto hereby agree that said rights of way shall be free and unobstructed by vehicles and other obstructions at all times and that no automobile will be allowed to be parked therein.

34. Lesson hereby agrees that no building er other chatmotion shall be exected or maintained on the lands retained by Lesson within farty (40') feet

UTER 3425 FASE 031

12 Lessue shall, at Lessue's own cost and expense, keep the premises in good condition and sale and proper requir and in tenantable orgics during the term of this lease; or any renewal or extension thereof, and make all repairs, which repairs shall be equal in quality to the original work. 14. Lessor covenants that during the term of this lease and any renewal or extension thereof no real property located within one thousand (1,000) feet of the premises and either now or subrequently. directly or indirectly, owned, leased or controlled by Lessor shall be developed or used, in whole or in part, for the retail sale of automotive fuel and lubricants, provided, however, that this provision shall not apply to the premises. This covenant shall be deemed and construed as a covenant running with the land for the term of this lease, and any renewal or extension thereof, in favor of Lessee, its successors or assigns. Any deed or other instrument delivered to Lessee in accordance with the provisions of paragraph 7 or paragraph 8 hereof or otherwise shall contain a similar covenant in form satisfactory to Lessee, including a provision that the covenant shall remain in effect until the date upon which the term of this lease including all renewal options would have expired had it continued in effect and all 5.5 renewal options been exercised, and shall be accompanied by a separate declaration in recordable form sufficient to constitute notice of said covenant to persons subsequently acquiring interests in real property affected thereby. Any deed or other instrument delivered to any other person granting or conveying an interest in said real property or any part thereof shall contain a restriction so restricting the use of said property for the same period. 15. Any notice from one party to the other hereunder, shall be in writing, and shall be deemed to have been duly given, if delivered personally, or mailed, enclosed in a registered post-paid envelope, ddressed to the respective addresses below stated:

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To Lessor at 1615 York Road, Lutherville, Md. To Lessee at Packard Building, 15th & Chestnut Streets, Philadelphia 2, Pa. Either Lessor or Lessee may at any time change such address by delivering or mailing, as aforesaid, notice at least ten (10) days previously, stating the change. 16. (A) Lessor covenants that Lessor is the sole owner of the premises and that Lessor has full 50 right to lease same as herein provided. lease same as nerein provided.

(B) Lessor covenints that Lessor owns all personal property leased hereby and has a valid no 27 delivered to Lessen, and that Lessor has authority to make this leave. Lessor shall at all times do and perform everything required by Leasor to keep in full force and effect the underlying lease or other 17. Lessor shall put Lessee in actual possession of said premises at the beginning of said term. Lessee shall have the right to sublet said premises or any part thereof. Lessor covenants that Lessee, 2

upon the payment of the rent and the performance of its covenants herein contained shall and may peaceably and quietly have, hold and enjoy said premises during the term hereof and any renewal or 18. If Lessee continues in possession of the premises after the expiration of this lease, or any extension or renewal thereof, without having renewed the same or without having entered into a new lease. Lessee shall thereafter be deemed to be a tenant from month to month on all of the terms and conditions set forth in this lease as modified except as to the duration thereof. 19. The right of Lessor or Lessee to require strict performance shall not be affected by any previous

20. In consideration of the sum of Ten Dollars (\$10.00), receipt whereof Lessor hereby acknowledges, Lessor hereby gives to Lessee ninety (90) days from the date hereof within which to deliver this agreement to Lessor executed by Lessee. Delivery shall be deemed completed when this agreement is delivered or mailed as in the case of a notice under paragraph 15 hereof. In the event this agreement shall not be so delivered within the period specified, it shall be of no further force or effect, the said Ten Dollars (\$10.00) paid hereunder shall be retained by Lessor as full compensation for the execution by Lessor of this agreement, and both of the parties hereto shall be relieved of all further obligations hereunder. Said Ten Dollars (\$10.00) shall be applied on account of the first month's rent if this agreement shall be executed and delivered by Lessee within the period specified. 21. The covenants and agreements contained in this lease are binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, and if there be more than one person named as Lessor, each of the covenants and agreements of Lessor shall be deemed joint and several.

RIDER containing paragraphs numbered 22 thru 28 attached hereto and made a part hereof.

in consideration of the execution and delivery of the aforesaid agreement by Lessee, hereby agree that if said Lessee exercises an option to purchase the premises as hereinbefore provided, I will join in the deed conveying title to said Lessee, releasing all rights of dower or curtesy and homestead and statutory estate in and to the premises. .....

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this lease agreement. Insert ap-propriate form of ark newlo-edgment required by laws of state where property is lessied

STATE OF MARYLAND COUNTY OF BALTIMORE ) SS:

I, Lilian G. Daviels \_\_\_\_, a Notary Public in and for the said County, do hereby certify that ROBERT E. SHOCK and EDNA M. SHOCK, parties to the aforesaid Lease Agreement dated the 8th day of Jugant, \_\_\_\_\_, 1960, personally appeared before me in the said County and are personally well known to me as the persons who executed the said agreement and acknowledged the same to be their act and deed.

Given under my hand this 22 and day of Movember

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RIDER TO BE ATTACHED TO AND MADE A PART OF LEASE ACREEMENT

DATED ((1) 476, 1966 BETWEEN ROBERT E. BICCK AND

EDNA H. SHILK, LESSONS, AND SOCONY HOBIL OIL CONTANY, INC., LESSEE. 

22. For the five-month period next preceding the beginning of the term of this lease, Lessee shall pay to Lessor as a part of the consideration hereof the sum of Two Hundred (\$200.00) Dollars per month, payable monthly in advance.

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23. Beginning five months prior to the beginning of the term hereof and continuing for each year during which Lesses shall occupy the premises under the terms of this; lesse, or any renewal or extension thereof, Lesses agrees to reimburse Lossor for the real estate taxes which may be levied upon the demised premises and upon any buildings, equipment or improvements hereafter constructed or installed by Lesses thereon, the amount of reimbursement for the last year of such occupancy to be prorated. Reimbursement shall be made by Lessee not later than twenty (20) days after Lessor has furnished to Lessee receipts evidencing payment in full of all taxes and assessments then owing.

24. Lessor represents and warrants that Lessor has a good and marketable and good and clear record title to the premises free and clear of all liens and encumbrances. Should Lessee, at its own cost and expense, cause an examination of title to said premises to be made by a title company or an attorney, which examination discloses any liens or encumbrances, or if such examination discloses any objections or defects to the title of said premises which Lessee in its sole opinion believes will interfere with or prevent its use thereof as a gasoline service station as aforesaid, Lessee, at its option, upon the failure of Lessor to remove such objections or encumbrances within six (6) months after notice thereof, may terminate this agreement on not less than thirty (30) days' written notice to Lessor.

25. Lessee, at its option, may, at any time during the term of this lesse or any renewal or extension thereof, require this lease to be re-executed or amended by Lessor and itself, with the description revised to conform with an accurate and survey of the promises. If Lessee exercises any renewal or purchase option contained herein, Lessee may require the description to be stated by metes and bounds in accordance with an accurate survey.

26. Lessee shall have the right to remove, alter, demolish, relocate or rearrange the buildings and improvements herein demised without obligation to restore the same in any manner whatsoever. However, should Lessee remove or demolish the larger dwelling mearer to Hergate Road, then Lessor shall be given notice of such intent. and shall have fifteen (15) days within which to remove and retain the hot water, heater/and boiler from the furnace.

27. Lessee agrees to indemnify Lessor from and against all claims, demands and liabilities based on damages or injuries to parties other than the parties hereto arising out of or in connection with Lessee's use and occupation of the demised premises during Lessee's possession thereof under this lease with the exception, however, of any claims and liabilities due wholly or partially to any fault or negligence on the part of Lessor, his agents or employees.

February 5, 1982

mr. Robert H. Leven Leven, Schimel and Richman, P. A. Suite 105, Clark Building Columbia, Maryland 21044

Lear Fr. Leven:

I am returning your letter, dated January 26, 1982, unsigned slong with the copy of the "Petition For Special exception, also unsirmed.

It is my belief that Mobil Oil Corporation is not conforming with the terms of the lesse for the property at 1542 York Road, Lutherville, Meryland 21093. Therefore, it is my sugrestion that Mobil Oil Corporation purchase said property and file their own petition.

Very truly yours,

SHIRLLY S. HINGCHIN